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8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 MARIA BRIDENBAUGH,
 11 INDIVIDUALLY; and JOHN
 12 BRIDENBAUGH, Individually,

13 Plaintiffs

Case No.: 2:24-cv-00188-GMN-BNW

14 v.

15 **STIPULATED AMENDED PROTECTIVE**
 16 **ORDER**

17 FORD MOTOR COMPANY, a Delaware
 18 Corporation, DOES 1 Through 20; and ROE
 19 BUSINESS ENTITIES 1 Through 20

20 Defendant

21 In order to preserve and maintain the confidentiality of certain confidential, commercial
 22 and/or proprietary documents and information produced or to be produced by FORD MOTOR
 23 COMPANY (“Ford”) or by any party or non-party in this action (as applicable, “Ford” or any
 24 producing party or producing non-party in this action shall be referred to herein as “Producing
 25 Party”), it is ordered that:

26 1. Documents or information to be produced or provided by Ford or any party or non-party
 27 in this litigation that contain confidential, commercially sensitive, private personal information
 28 and/or proprietary information may be designated as confidential by marking or placing the
 applicable notice “Subject to Non-Sharing Protective Order,” “Subject to Protective Order,” or
 “Confidential,” or substantially similar language on media containing the documents, on the
 document itself, or on a copy of the document, in such a way that it does not obscure the text or

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1 other content of the document.

2 2. As used in this Order, the terms “documents” or “information” mean all written
 3 material, electronic data, videotapes and all other tangible items, produced in whatever format (e.g.,
 4 hard copy, electronic, digital, etc.) and on whatever media (e.g., hard copy, videotape, computer
 5 diskette, CD-ROM, DVD, by secure electronic transmission, hard drive or otherwise).

6 3. Documents or information designated as “Subject to Non-Sharing Protective Order,”
 7 “Subject to Protective Order,” or “Confidential” or substantially similar language in accordance
 8 with the provisions of this Order (“Protected Documents” or “Protected Information”) shall only
 9 be used, shown or disclosed as provided in this Order. However, nothing in this Order shall limit
 10 a party’s or non-party’s use or disclosure of his or her own information designated as a Protected
 11 Document or Protected Information.

12 4. If a receiving party disagrees with the “Protected” designation of any document or
 13 information or seeks to use any “Protected” document or information in open court, the party will
 14 notify the Producing Party in a written letter and identify the challenged document(s) or documents
 15 proposed to be disclosed with specificity, including Bates-number(s) where available, and the
 16 specific grounds for the objection to the designation and/or alleged need to disclose the document
 17 or information in open court. If the parties and any applicable non-party are unable to resolve the
 18 issue of confidentiality regarding the subject document(s) or information, the challenging party
 19 and/or party desiring the disclosure will thereafter timely apply to the Court to set a hearing for the
 20 purpose of establishing that the challenged document(s) or information is/are not confidential.
 21 Further, in the event the Producing Party is a non-party, the challenging party and/or party seeking
 22 disclosure shall provide such Producing Party notice, an opportunity to respond within a reasonable
 23 time, and an opportunity to be heard in any Court proceeding determining the confidentiality of the
 24 subject “Protected” information. Protected Documents and Protected Information will continue to
 25 be treated as such pending determination by the Court as to the confidential status.

26 5. Protected Documents and any copies thereof shall be maintained confidential by the
 27 persons authorized to receive the documents pursuant to paragraph 6 and shall be used only for
 28 prosecuting, defending, or attempting to settle this litigation, subject to the limitations set forth

1 herein.

2 6. Protected Documents shall be disclosed only to “Qualified Persons.” Qualified Persons
3 are limited to:

- 4 a. Counsel of Record for the parties, the parties, and, if and to the extent
5 applicable and specifically authorized in advance in writing by counsel for
6 the Producing Party of the Protected Documents, non-parties and their
7 counsel;
- 8 b. Paralegals and staff employed by Counsel of Record and involved in the
9 preparation and trial of this action;
- 10 c. A vendor hired by a party to host data and maintain a database of electronic
11 data or perform other work related to the collection, review or production of
12 documents in the case;
- 13 d. Experts and non-attorney consultants retained by the parties for the
14 preparation and/or trial of this case, provided that no disclosure shall be
15 made to any expert or consultant who is employed by a competitor of Ford;
- 16 e. The Court, the Court’s staff, witnesses, and the jury in this case; and
- 17 f. With respect only to documents produced and originating from Ford and
18 designated as “Sharing” or “Subject to Protective Order,” attorneys
19 representing Plaintiff(s) and the experts and non-attorney consultants
20 retained by such attorneys, in other cases pending against Ford involving a
21 2003-2011 Lincoln Town Car (FN145) vehicle with claims that the front seat
22 heater assemblies are defective, provided no disclosure shall be made to any
23 expert or consultant who is employed by a competitor of Ford.

24 7. The receiving party must make reasonable efforts to ensure the individuals described in
25 paragraphs 6(b), 6(c), 6(d) and 6(f) above are Qualified Persons.

26 8. Before receiving access to any Protected Document or the information contained
27 therein, each person described in paragraphs 6(b), 6(c), 6(d) and 6(f) above shall execute a “Written
28 Assurance” in the form contained in Exhibit A, attached hereto. The receiving party shall retain

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each such executed Written Assurance and shall keep a list identifying (a) all persons described in paragraphs 6(b), 6(c), 6(d) and 6(f) above to whom Protected Documents have been disclosed, and (b) all Protected Documents disclosed to such persons. Each such executed Written Assurance and list shall be (i) submitted to counsel for Ford at the termination of this litigation or upon Order of the Court requiring production, whichever comes first, and (ii) as applicable with respect to Protected Documents produced or originating from non-parties, submitted to counsel for such non-parties at the termination of this litigation or upon Order of the Court requiring production, whichever comes first. However, for consulting experts who were not designated as testifying experts, the receiving party may redact the name, address, and signature of the consultant before disclosing the executed Exhibit A and document list for that person. To the extent the “Qualified Persons” described in paragraphs 6(d) and 6(f) above include privileged non-testifying expert consultants, the receiving party shall retain each such executed Exhibit A and shall keep a list identifying (a) all such non-testifying expert consultants described in paragraphs 6(d) and 6(f) above to whom Protected Documents have been disclosed, and (b) all Protected Documents disclosed to such persons. In the event that the Producing Party seeks to compel the production of each unredacted and executed Exhibit A for good cause, the receiving party shall submit each unredacted and executed Exhibit A and list to the Court for *in camera* inspection. Persons described in paragraph 6(b) shall be covered under the signature of Counsel of Record.

9. As the Protected Documents may only be distributed to Qualified Persons, Qualified Persons may not post Protected Documents on any website or internet accessible document repository, excepting a vendor hosted review platform for the sole purpose of reviewing the information for the subject case and not for any other purpose, and shall not under any circumstance sell, offer for sale, advertise, or publicize either the Protected Documents and the Confidential information contained therein or the fact that such persons have obtained the Producing Party’s Protected Documents and confidential information.

10. To the extent that Protected Documents or information obtained therefrom are used in the taking of depositions (including exhibits) or other pretrial testimony and/or used as exhibits at trial, such documents or information shall remain subject to the provisions of this Order, along with

1 the transcript pages of the deposition testimony and/or trial testimony dealing with, referring to or
 2 referencing the Protected Documents or information. Designation of the portion of the transcript
 3 (including exhibits) which contains references to Protected Documents or information shall be
 4 made (i) by a statement to such effect on the record during the proceeding in which the testimony
 5 is received, or (ii) by written notice served on counsel of record in this Litigation within thirty (30)
 6 business days after the receipt of the draft or final transcript (whichever is received earlier) of such
 7 proceeding (as used herein, the term “draft transcript” does not include an ASCII or rough
 8 transcript). However, before such thirty (30) day period expires, all testimony, exhibits and
 9 transcripts of depositions or other testimony shall be treated as Protected Documents. Except as
 10 set forth below, all portions of transcripts not designated as Confidential within the time frame
 11 provided herein shall be deemed not confidential. Notwithstanding the foregoing, any Protected
 12 Documents or Confidential information of any non-party Producing Party referenced or disclosed
 13 during any deposition, and the portions of any deposition transcript referencing or disclosing the
 14 contents of any such Protected Documents or Confidential information, shall remain designated as
 15 Confidential and be treated accordingly during and after the expiration of the foregoing thirty (30)
 16 day period unless and until counsel for such non-party Producing Party receives a copy of such
 17 transcript and thereafter authorizes the removal of such designation by written notice served on
 18 counsel of record in this Litigation. The party asking the questions that elicited or referred to the
 19 Protected Documents or Confidential information of any non-party Producing Party shall be
 20 charged with the duty of ensuring compliance with the preceding sentence.

21 11. If any party disagrees with the designation of all or part of a deposition transcript
 22 designated as “Protected” pursuant to Paragraph 10 above, such party must notify the designating
 23 party or non-party in a written letter and identify the testimony (by line and page designation) and
 24 the specific grounds for the objection to the designation. Further, where the disputed designation
 25 is made by a non-party, the party disputing such designation must also provide such designating
 26 non-party with a pertinent portion of the deposition transcript containing the testimony at issue. If
 27 the parties and any applicable non-party are unable to resolve the issue of confidentiality regarding
 28 the challenged deposition testimony, the challenging party will thereafter timely apply to the Court

1 to set a hearing for the purpose of establishing that the challenged deposition testimony is not
2 confidential. Further, in the event the disputed designation is made by a non-party, the challenging
3 party and/or party seeking disclosure shall provide such non-party notice, an opportunity to respond
4 within a reasonable time, and an opportunity to be heard in any Court proceeding determining the
5 designation of the subject deposition transcript or portion thereof. The designated deposition
6 testimony at issue, and any related exhibits, will continue to be treated as a Protected Document, in
7 accord with its respective designation, pending determination by the Court as to the confidential
8 status.

9 12. All documents that are filed with the Court that contain any portion of any Protected
10 Document or information taken from any Protected Document shall be filed under seal by following
11 the protocols for sealed filings in this Court. The parties agree that there is good cause and there
12 exist compelling reasons to seal the requested information. However, if a party believes that
13 documents designated as Protected Documents cannot or should not be sealed, pursuant to the
14 protocols and rules in this Court, then the party wishing to file the materials shall particularly
15 identify the documents or information that it wishes to file to the Producing Party, in writing. The
16 parties and any applicable non-parties will then meet and confer, in a good faith effort to resolve
17 the dispute. Failing agreement, the party wishing to file the materials must request a ruling from
18 the Court on whether the Protected Documents in question must be submitted under seal. The
19 Producing Party shall have the burden of justifying that the materials must be submitted under seal.
20 Further, in the event the Protected Documents were designated by or originated from a non-party,
21 the party opposing sealing shall provide such non-party notice, an opportunity to respond within a
22 reasonable time, and an opportunity to be heard in any Court proceeding determining whether to
23 seal the subject materials. Absent written permission from the Producing Party or a court Order
24 denying a motion to seal, a receiving party may not file in the public record any Protected
25 Documents.

26 13. To the extent the Producing Party is requested to produce documents it has determined
27 should not be subject to the sharing provision of this protective order in paragraph 6(f), the
28 Producing Party will designate such documents as "Non-Sharing." Documents designated as "Non-

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1 Sharing” shall not be shared under paragraph 6(f). If a receiving party disagrees with the “Non-
 2 Sharing” designation, the party will follow the procedure set forth in paragraph 4 above.

3 14. With respect to Protected Documents designated as “Non-Sharing,” within one hundred
 4 and twenty (120) days after the conclusion of this case, counsel for the parties who received
 5 Protected Documents, including any documents that any such party disclosed to any person
 6 described in paragraph 6(b) or (c) above, shall either (a) return to the Producing Party the Protected
 7 Documents; or (b) securely destroy the Protected Documents and certify such destruction to Ford
 8 (or the Producing Party) within one hundred and fifty (150) days after the conclusion of this case.

9 15. With respect to party documents designated as “Sharing” or “Subject to Protective
 10 Order,” Counsel for the parties shall not be required to return the Protected Documents to the
 11 Producing Party after the conclusion of this case and may retain the documents pursuant to the
 12 terms of this Order. With respect to documents produced by or originating from a non-party,
 13 including documents designated as “Sharing” or “Subject to Protective Order,” such documents
 14 shall be returned or securely destroyed in accordance with the provisions of Paragraph 14 above.

15 16. Submission to regulatory agency or governmental entity:

16 a. This protective order shall not be construed to prohibit the Producing Party’s
 17 disclosure or production of safety-related information to a regulatory agency
 18 or governmental entity with an interest in the safety-related information.

19 Material subject to this protective order may only be disclosed to a regulatory
 20 agency or governmental entity with an interest in the safety-related
 21 information by the Producing Party, and such disclosure shall be made
 22 pursuant to 49 CFR 512 or similar applicable rules.

23 b. If other parties to this protective order have a reasonable belief that certain
 24 documents are safety-related and need to be disclosed to a regulatory agency
 25 or governmental entity, they are not prohibited from advising the regulatory
 26 agency or governmental entity that they believe such documents were
 27 produced in this case, however, any disclosure of such documents shall
 28 adhere to the procedure described in Paragraph 16(a).

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1 17. Inadvertent or unintentional production of documents or information containing
 2 confidential information that should have been designated as Protected Document(s) shall not be
 3 deemed a waiver in whole or in part of any party's or non-party's claims of confidentiality.

4 18. The parties and any non-party Producing Parties may disclose and produce responsive
 5 documents to each other in this litigation, and seek to do so without risking waiver of any attorney-
 6 client privilege, work product or other applicable privilege or protection. As such, the parties and
 7 any non-party Producing Parties will adhere to the following procedures with regard to the
 8 production of privileged or protected material, should that occur:

9 a. The production of documents (including both paper documents and
 10 electronically stored information or "ESI") subject to protection by the
 11 attorney-client and/or work product doctrine or by another legal privilege
 12 protecting information from discovery, shall not constitute a waiver of any
 13 privilege or other protection, provided that the Producing Party notifies the
 14 receiving party, in writing, of the production after its discovery of the same.

15 b. If the Producing Party notifies the receiving party after discovery that
 16 privileged materials (hereinafter referred to as the "Identified Materials")
 17 have been produced, the Identified Materials and all copies of those
 18 materials shall be returned to the Producing Party or destroyed or deleted, on
 19 request of the Producing Party. The Producing Party will provide a privilege
 20 log providing information upon request or if required by the Federal Rules
 21 of Civil Procedure and applicable case law to the receiving party at the time
 22 the Producing Party provides the receiving party notice of the Identified
 23 Materials. If the receiving party has any notes or other work product
 24 reflecting the contents of the Identified Materials, the receiving party will
 25 sequester those materials and retain only redacted versions that do not reflect
 26 information from or any portion of the clawed back Identified Materials
 27 unless a court, after the Producing Party receives notice, an opportunity to
 28 respond within a reasonable time, and an opportunity to be heard, later

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1 designates the Identified Materials as not privileged or protected.

2 c. The Identified Materials shall be deleted from any systems used to house the
3 documents, including document review databases, e-rooms and any other
4 location that stores the documents. The receiving party may make no use of
5 the Identified Materials during any aspect of this matter or any other matter,
6 including in depositions or at trial, unless the documents have been
7 designated by a court as not privileged or protected after providing the
8 Producing Party notice, an opportunity to respond within a reasonable time,
9 and an opportunity to be heard.

10 d. The contents of the Identified Materials shall not be disclosed to anyone who
11 was not already aware of the contents of them before the notice was made.
12 The receiving party must take reasonable steps to retrieve the Identified
13 Materials if the receiving party disclosed the Identified Materials before
14 being notified.

15 e. If any receiving party is in receipt of a document from a Producing Party
16 which the receiving party has reason to believe is privileged, the receiving
17 party shall in good faith take reasonable steps to promptly notify the
18 Producing Party of the production of that document so that the Producing
19 Party may make a determination of whether it wishes to have the documents
20 returned or destroyed pursuant to this Stipulation and Order.

21 f. The party returning the Identified Materials may move the Court for an order
22 compelling production of some or all of the Identified Material returned or
23 destroyed after providing the Producing Party notice, an opportunity to
24 respond within a reasonable time, and an opportunity to be heard, but the
25 basis for such motion may not be based on the fact or circumstances of the
26 production.

27 g. The disclosure of Identified Materials in this action is not a waiver of the
28 attorney-client privilege, work product doctrine or any other asserted

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privilege in any other federal or state proceeding, pursuant to the Federal Rules of Civil Procedure.

19. No provision of this stipulated order shall constitute a concession by any party or non-party that any documents are subject to protection by the attorney-client privilege, the work product doctrine or any other potentially applicable privilege or doctrine. No provision of this stipulated order is intended to waive or limit in any way either party's right to contest any privilege claims that may be asserted with respect to any of the documents produced except to the extent set forth herein.

20. In the event that a party or any non-party inadvertently produces a confidential, commercially sensitive, or proprietary document without a confidentiality designation as permitted by this Order, the following procedures shall apply:

- a. The Producing Party shall, within fourteen (14) days of the discovery of the disclosure, notify the other party or parties in writing. The party or parties receiving such notice shall promptly destroy the document, including any copies it has, or return the document on request of the Producing Party. Within ten (10) days after such document is returned or its destruction certified, the Producing Party will produce a new version of any such document that was returned or destroyed, which will contain the appropriate confidentiality designation.
- b. If the receiving party dispute the Producing Party's claim of confidentiality, that party may move the Court to challenge the confidential designation in accordance with Paragraph 4 of this Order; provided, however, that the Producing Party shall first receive notice, an opportunity to respond within a reasonable time, and an opportunity to be heard. If the receiving party elects to file such a motion, the receiving party may retain possession of the document, but shall treat it in accordance with the terms of the Protective Order pending resolution of the motion. If the receiving party's motion is denied, the parties shall promptly comply with Paragraph 20(a) of this Order.

1 c. The production of such document does not constitute a waiver of any claim
 2 of confidentiality as set forth in this order or any other matter in any other
 3 jurisdiction, unless otherwise ordered by the Court after the Producing Party
 4 receives notice, an opportunity to respond within a reasonable time, and an
 5 opportunity to be heard.

6 21. This Protective Order may not be waived, modified, abandoned or terminated, in whole
 7 or part, except by an instrument in writing signed by the parties. Notwithstanding the foregoing,
 8 the rights and protections of any non-party that provides information or documents in reliance on
 9 or pursuant to this Protective Order may not be modified, limited, or terminated unless and until
 10 such non-party receives notice, an opportunity to object within a reasonable time, and an
 11 opportunity to be heard before the Court. If any provision of this Protective Order shall be held
 12 invalid for any reason whatsoever, the remaining provisions shall not be affected thereby.

13 22. After termination of this litigation, the provisions of this Order shall continue to be
 14 binding. This Court retains and shall have jurisdiction over the parties and recipients of the
 15 Protected Documents for enforcement of the provisions of this Order following termination of this
 16 litigation. Notwithstanding the foregoing, nothing in this Order, and no disclosure or production
 17 or information, testimony, or documents in accordance with this Order, shall be deemed to subject
 18 any non-party to this Court's personal jurisdiction where such personal jurisdiction is otherwise
 19 lacking, and non-parties shall have the right to seek enforcement of any and all rights under this
 20 Order by a District Court in the place of compliance as contemplated by the Federal Rules of Civil
 21 Procedure.

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1
 2 23. This Amended Protective Order shall be binding upon the parties hereto, upon their
 3 attorneys, and upon the parties' and their attorneys' successors, executors, personal representatives,
 4 administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents,
 5 independent contractors, or other persons or organizations over which they have control. Approved
 6 by Counsel for all parties, by their signature below.
 7

8 DATED this 18th day of December, 2024.

9 **SNELL & WILMER L.L.P.**

10
 11 /s/ Dawn Davis
 Vaughn A. Crawford, Esq.
 Nevada Bar No. 7665
 Dawn L. Davis, Esq.
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 3883 Howard Hughes Parkway, Suite 1100
 Las Vegas, Nevada 89169

12
 13 *Attorneys for Defendant Ford Motor
 Company*

14 DATED this 18th day of December, 2024.

15 **BERTOLDO CARTER SMITH & CULLEN**

16
 17 /s/ Cliff Marcek
 Brett A. Carter, Esq.
 Nevada Bar No. 5904
 Cliff W. Marcek, Esq.
 Nevada Bar No. 5061
 7408 W. Sahara Avenue
 Las Vegas, Nevada 89117

18 *Attorneys for Plaintiffs*

19 DATED this 18th day of December, 2024.

20 **BUTZEL**

21
 22 /s/ David DeVine
 David DeVine, Esq.
 201 W. Big Beaver, Suite 1200
 Troy, MI 48084

23
 24 *Attorney for Kostal of America, Inc.*

25 All motions to seal must comply with Local Rule IA 10-5 and *Kamakana v. City & Cnty. of
 Honolulu*, 447 F.3d 1172 (9th Cir. 2006). **IT IS SO ORDERED.**

26
 27 
 UNITED STATES MAGISTRATE JUDGE

28 DATED: December 19, 2024

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

MARIA BRIDENBAUGH,
INDIVIDUALLY; and JOHN
BRIDENBAUGH, Individually,

Case No.: 2:24-cv-00188-GMN-BNW

Plaintiffs

**EXHIBIT A TO STIPULATED
PROTECTIVE ORDER**

V.

FORD MOTOR COMPANY, a Delaware Corporation, DOES 1 Through 20; and ROE BUSINESS ENTITIES 1 Through 20

Defendant

AFFIDAVIT OF _____, being duly sworn and personally appearing before the undersigned attesting officer, duly authorized by law to administer oaths, deposes and says that the within statements are true and correct:

1.

I have read the Stipulated Amended Sharing and Non-Sharing Protective Order attached hereto, and I understand its terms and meanings.

2.

I agree that my signature below submits me to the jurisdiction of the United States District Court, District of Nevada in the above captioned case and binds me to the provisions of the Stipulated Amended Sharing and Non-Sharing Protective Order, including to all promises undertaken in the Order, as if originally agreed by me.

Further Affiant sayeth not.

This _____ day of _____, 20____.

AFFIANT

1 SUBSCRIBED AND SWORN to before me
2 this ____ day of _____, ____.

3
4 NOTARY PUBLIC

5 Name: _____

6 No.: _____

7 My Commission Expires: _____

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